

CIVIL COVER SHEET

JS 44 (Rev. 3/99)

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Willshire, Sherry

DEFENDANTS

HK Management, Vindaloo Music, Inc., and
Vindaloo Music International, Inc.(b) County of Residence of First Listed Plaintiff Kings County
(EXCEPT IN U.S. PLAINTIFF CASES)County of Residence of First Listed Los Angeles County, CA
(IN U.S. PLAINTIFF CASES ONLY)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Brian N. Hail, Mary A. Goodrich, GODWIN
GRUBER, LLP, 1201 Elm Street, Suite 1400, U.S. DISTRICT COURT
Dallas, TX 75270 (214) 939-4400 NORTHERN DISTRICT OF TEXASNOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE
AND INVOLVED.

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State ☐ 1 ☐ 1 Incorporated or Principal Place of Business In This State ☐ 4 ☐ 4
- Citizen of Another State ☒ 2 ☐ 2 Incorporated and Principal of Business In Another State ☐ 5 ☒ 5
- Citizen or Subject of a Foreign Country ☐ 3 ☐ 3 Foreign Nation ☐ 6 ☐ 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury—Med Malpractice <input type="checkbox"/> 365 Personal Injury—Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input checked="" type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 Habeas Corpus: General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

V. ORIGIN

(PLACE AN "X" IN ONE BOX ONLY)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

(Cite the U.S. Civil Statute under which you are filing and write brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

42 U.S.C. § 2000e sexual harassment, retaliation

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

To be determined at trial.

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE

DOCKET
NUMBERDATE
January 16, 2004

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

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II.
PARTIES

2.01 Plaintiff, Sherry Willshire (“Plaintiff” or “Willshire”), is an individual who was a citizen of the state of Texas, living in Dallas County, when she was terminated and who now resides in Brooklyn, New York.

2.02 Defendant **HK Management** is a corporation organized under the laws of the State of California, and whose principal place of business is 9200 Sunset Boulevard, Suite 530, Los Angeles, California 90069. Defendant HK Management does not have a registered agent for the service of process in the State of Texas. Service of process on Defendant HK Management may be made according to the laws of the State of Texas by serving the Texas Secretary of State pursuant to Texas Business Corporations Act § 8.10 and Texas Civil Practice and Remedies Code §17.044. HK Management is required to designate and maintain a resident agent for service of process, but has failed to do so. Defendant HK Management’s principal place of business is located at 9200 Sunset Boulevard, Suite 530, Los Angeles, California 90069, and notice may be served upon them by the Texas Secretary of State at that address or wherever else it may be found.

2.03 Defendant **Vindaloo Music, Inc.** is a corporation that is incorporated under the laws of the State of Massachusetts. Defendant Vindaloo Music has its principal place of business is 145 Webster Street, Suite H, Hanover, Massachusetts 02339. Defendant does not have a registered agent for the service of process in the State of Texas. Service of process on Defendant Vindaloo Music may be made according to the laws of the State of Texas by serving the Texas Secretary of State pursuant to Texas Business Corporations Act § 8.10 and Texas Civil Practice and Remedies Code §17.044. Vindaloo Music, Inc. is required to designate and maintain a resident agent for service of

process, but has failed to do so. Defendant Vindaloo Music, Inc.'s principal place of business is located at 145 Webster Street, Suite H, Hanover, Massachusetts 02339, and notice may be served upon them by the Texas Secretary of State at that address or wherever else it may be found.

2.04 Defendant **Vindaloo Music International, Inc.** is a corporation that is incorporated under the laws of the State of Massachusetts. Defendant Vindaloo Music International, Inc. has its principal place of business is 145 Webster Street, Suite H, Hanover, Massachusetts 02339. Defendant does not have a registered agent for the service of process in the State of Texas. Defendant Vindaloo Music International, Inc. does not have a registered agent for the service of process in the State of Texas. Service of process on Defendant Vindaloo Music International, Inc. may be made according to the laws of the State of Texas by serving the Texas Secretary of State pursuant to Texas Business Corporations Act § 8.10 and Texas Civil Practice and Remedies Code §17.044. Vindaloo Music International, Inc. is required to designate and maintain a resident agent for service of process, but has failed to do so. Defendant Vindaloo Music International, Inc.'s principal place of business is located at 145 Webster Street, Suite H, Hanover, Massachusetts 02339, and notice may be served upon them by the Texas Secretary of State at that address or wherever else it may be found.

III. **CONDITIONS PRECEDENT**

3.01 All conditions precedent to the filing of this action have been fulfilled. Specially, Plaintiff timely filed two charges of discrimination against the Defendants and has received right to sue notices from the EEOC on both charges. This Complaint is brought timely, pursuant to her right

to sue notices. The right to sue notices are contained in the Appendix to Plaintiff's Original Complaint at pp. 2-5, and are incorporated herein by reference.

IV.
FACTUAL BACKGROUND

4.01 Sherry Willshire was employed by or under the control of or her activities were directed by HK Management, Vindaloo Music, Inc., and Vindaloo Music International, Inc. (collectively referred to herein as "Defendants"). Ms. Willshire served as an Assistant Wardrobe Manager for the rock band "Aerosmith."

4.02 During her employment, Ms. Willshire traveled with Aerosmith on several cross-country tours which included performances in Texas.

4.03 Ms. Willshire was supervised by the tour manager, Jimmy Eysers.

4.04 Throughout her employment and during performances which occurred across the country, including Texas, Mr. Eysers sexually harassed Ms. Willshire, including, but not limited to, engaging in the following actions:

- (A) Mr. Eysers made sexually explicit comments about Ms. Willshire's body, stated that he was "horny" for her, and asked her "why not just put out for me Sheroo, it will be our secret and nobody will have to know." (Mr. Eysers called Ms. Willshire "Sheroo" even though she had asked him not to). During one occasion in particular, when Ms. Willshire did not respond, Mr. Eysers trapped her in a room by themselves, came up behind her, put his mouth against her neck, kissed her, pressed his erect groin against her body, and fondled her breast. Ms. Willshire asked him to stop but he did not.

Instead, he made lewd, sexual comments about her body. He asked her to “put out for him” and said “nobody will ever have to know.” When she failed to respond, he finally left the room.

- (B) Ms. Willshire reported Mr. Evers conduct to John Bionelli (assistant tour manager) and Chris Roberts (stage manager). Nothing was done.
- (C) Mr. Evers also made sexual comments to Ms. Willshire in front of Marc Hogue (production manager) and John Bionelli. They ignored the comments and took no action to correct his behavior.
- (D) After another show, Mr. Evers approached Ms. Willshire and made a sexual comment about her appearance to the effect of “bend over Sherroo, your ass makes me hard in that skirt, bend over.” Ms. Willshire asked Mr. Evers to leave her alone. Mr. Evers then again said “just put out for me, no one will have to know.” Ms. Willshire again asked him to leave her alone.
- (E) Ms. Willshire talked to her co-workers, Dave Barrera, Archie Avilla, and Marty Gellahar about Mr. Ayer’s behavior. They agreed to go with her to meet with Marc Hogue (production manager) to complain. After hearing Ms. Willshire’s complaint, Marc Hogue responded that it was just Jimmy’s nature. “Boys will be boys, especially pompous English boys.” He said that [Jimmy] was “just a schmuck, so deal with it.”
- (F) Mr. Evers continued to make lewd sexually explicit suggestions and comments to Ms. Willshire. He made comments about her personal relationships with her boyfriend, including comments that he would not want

to be in a hotel room next door to her, because they would keep “him up all night with your loud shagging.” These comments were highly offensive to Ms. Willshire.

(G) After Ms. Willshire was married, the harassment continued. Mr. Evers told her, “Sheroo, just because you are married now, it doesn’t mean you won’t have to put out.”

(H) When Ms. Willshire was hiring a wardrobe assistant, she was informed that Mr. Evers wanted to know “what [the new assistant] looks like, her body style and more important . . . is she of normal body weight and is she attractive?”

(I) Over the course of her employment, Mr. Evers physically assaulted Ms. Willshire by pulling her onto his lap on a number of occasions.

(J) During introductions, Mr. Evers told Ms. Willshire’s new assistant, “Oh, I’m not so difficult to deal with, I just like to rub up on Sheroo every once in a while because it feels so good and all - other than that I’m not so bad.”

4.05 Because Ms. Willshire refused his advances, Mr. Evers began to retaliate against her by continuing and escalating the harassment. He made degrading comments about her new marriage and husband. He required her to perform demeaning personal tasks for him at work. This harassment and retaliation interfered with Ms. Willshire’s ability to do her regular job duties.

4.06 When Ms. Willshire hurt her wrist at work and needed medical attention, Mr. Evers yelled at her and told her to leave property immediately. Later, in front of Ms. Willshire, Mr. Evers laughed about the incident to a co-worker, saying “Did Sherry tell you, I made her cry and told her

to leave? Ha, ha.” Then he ordered Ms. Willshire, “Now make me a cup a cup of tea and be useful before you leave the building.”

4.07 Mr. Evers fired Ms. Willshire on July 23, 2001 in retaliation for her refusing his sexual advances and for her reporting his conduct to management. Ms. Willshire was a citizen of Texas and was living in Dallas, Texas at the time she was fired. In fact, Ms. Willshire was at her home in Dallas, Texas at the time of her termination. When Ms. Willshire asked why she was being fired, Mr. Evers responded that it wasn’t important and that it was just life.

4.08 Ms. Willshire then called other members of management. However, no one could or would provide her with any information about her termination.

4.09 When Ms. Willshire challenged her termination, she was given no legitimate reason for her termination. In fact, several people stated that they believed that her termination was unfair.

4.10 Ms. Willshire reported the harassment to and unfair termination to Howard Kauffman (the band’s manager). His response was “As a young attractive woman in this business, sometimes this is the price you have to pay.”

LIABILITY OF DEFENDANTS

4.11 Defendants failed to take reasonable and/or adequate steps to make certain it was in compliance with Title VII.

4.12 At all times relevant to the facts, Defendants did not have an anti-sexual harassment policy, nor did it have a qualified human resource or personnel director. In the alternative, it did not require compliance with any policy that was in place.

4.13 Defendants knew that no sexual harassment policy existed nor was one being followed. None of the Defendants took any corrective actions regarding this situation.

4.14 Defendants did not maintain an effective complaint system; did not offer sexual harassment training to its employees; nor did they ever seek to require or obtain sexual harassment training for Evers.

4.15 Evers had direct supervisory responsibility over Plaintiff.

4.16 Defendants were aware of Mr. Evers conduct which caused the sexually hostile work environment at work. No corrective measures whatsoever were ever taken against Mr. Evers. Instead, Defendants allowed Mr. Evers to set the vile standards which were pervasive at the workplace, and wrote his conduct off as “boys will be boys,” and “this is part of the price you have to pay as an attractive woman in this industry.”

4.17 The inappropriate sexual conduct and harassment of female employees, including Plaintiff, was not an isolated event, but instead was routine behavior.

4.18 Defendants failed to properly and adequately investigate Plaintiff’s complaints of inappropriate sexual conduct and harassment.

4.19 Defendants failed to implement any remedial measure after Plaintiff’s complaints.

4.20 Plaintiff’s employment was adversely affected and she was ultimately retaliated against. Defendants gave Plaintiff demeaning work duties, interfered with her ability to perform her job, altered her job duties, and ultimately terminated her employment.

4.21 The EEOC, in its "Letter of Determination" dated September 26, 2003 stated:

Charging Party alleges that from January 1999 through May 21, 2001, she was subjected to egregious verbal and physical sexual harassment from the Tour Manager of the band. Charging Party alleges that the sexual harassment created an abusive and offensive hostile working environment and that she was discharged in retaliation for complaining about the sexual harassment. ... The EEOC has determined that there is reasonable cause to believe that Charging Party was subjected to sexual harassment causing a hostile work environment and that she was retaliated against by being discharged for protesting the sexual harassment. Therefore, I have concluded that the evidence gathered in EEOC's investigation is sufficient to establish a violation of Title VII of the Civil Rights Act of 1964.

EEOC Letter of Determination dated September 26, 2003, contained in the Appendix to Plaintiff's Original Complaint at pp. 6-7, and incorporated herein by reference (emphasis added).

V.
COUNT ONE:

**VIOLATION OF TITLE VII -
HOSTILE WORK ENVIRONMENT SEXUAL HARASSMENT**

5.01 Plaintiff pleads a cause of action against Defendants for hostile work environment sexual harassment in violation of Title VII. The allegations contained in all of the paragraphs of this Original Complaint are hereby reaverred and realleged for all purposes and incorporated herein with the same force and effect as if set forth verbatim, pursuant to Rule 10 of the Federal Rules of Civil Procedure. Plaintiff further shows as follows:

5.02 Plaintiff is an adult female and former employee of Defendants (or was under their control) and is a member of a protected class under Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000e, et. seq.). Defendants are subject to coverage under Title VII.

5.03 While employed with Defendants (or under their control), Plaintiff was continually exposed to a sexually hostile work environment that included, but was not limited to the acts described hereinabove.

5.04 Despite Plaintiff's complaints regarding the environment, Defendants took no action to remedy the hostile environment which existed and discouraged further complaints by Plaintiff. This hostile environment resulted in, *inter alia*, the following: interference with Plaintiff's ability to do her job; Plaintiff was treated in a degrading and demeaning fashion; and Plaintiff was ultimately terminated.

5.05 Defendants' actions and omissions created a hostile work environment for Plaintiff and that the purpose or effect of Defendants' actions and omissions unreasonably interfered with Plaintiff's work performance and created an intimidating, hostile and/or offensive work environment. These conditions lasted for an extended period of time. The conditions escalated and were so pervasive that the terms, conditions or privileges of Plaintiff's employment were detrimentally affected and created an abusive working environment.

5.06 Plaintiff has met all procedural prerequisites to bringing this Title VII claim. Further, Plaintiff is within the applicable statutes of limitations for bringing this civil action.

VI.
COUNT TWO: VIOLATION OF TITLE VII
- QUID PRO QUO SEXUAL HARASSMENT

6.01 Plaintiff pleads a cause of action against Defendants for quid pro quo sexual harassment in violation of Title VII. The allegations contained in all of the paragraphs of this Original Complaint are hereby reaverred and realleged for all purposes and incorporated herein with

the same force and effect as if set forth verbatim, pursuant to Rule 10 of the Federal Rules of Civil Procedure. Plaintiff further shows as follows:

6.02 Plaintiff was subjected to discriminatory and harassing behavior of a sexual nature by Defendant Eyers, that compelled her to elect between submitting to the unwelcome sexual harassment and forfeiting job benefits, promotions, continued employment and/or otherwise tangible job detriments.

6.03 Plaintiff, while employed by Defendants (or under their control), was harassed both verbally and physically by Eyers. Plaintiff complained to management, but Defendants failed to take any action to remedy the harassing situation. As a result of Plaintiff's refusal to submit to the harassment of Eyers and to provide Eyers with requested sexual favors, Plaintiff was, *inter alia*, given demeaning job duties to perform, was unable to perform her job, and was ultimately terminated.

6.04 Plaintiff has met all procedural prerequisites to bringing this Title VII claim. Further, Plaintiff is within the applicable statutes of limitations for bringing this civil action.

VII.

COUNT THREE: VIOLATION OF TITLE VII - RETALIATION

7.01 Plaintiff pleads a cause of action against Defendants for retaliation in violation of Title VII. The allegations contained in all of the paragraphs of this Original Complaint are hereby reaverred and realleged for all purposes and incorporated herein with the same force and effect as if set forth verbatim, pursuant to Rule 10 of the Federal Rules of Civil Procedure. Plaintiff further shows as follows:

7.02 Plaintiff made several complaints to Defendants regarding the inappropriate sexual conduct and sexual harassment which has been described hereinabove. Subsequent to the making of these complaints, Defendants retaliated against her for taking such action. The retaliatory conduct included, but was not limited to, *inter alia*, the following: Plaintiff given demeaning job duties to perform, was unable to perform her job, and was ultimately terminated.

7.03 Plaintiff has met all procedural prerequisites to bringing this claim pursuant to Title VII. Further, Plaintiff is within all applicable statutes of limitations for bringing this civil action.

XIII. **ACTUAL, CONSEQUENTIAL AND PUNITIVE DAMAGES**

8.01 Sherry Willshire suffered severe and substantial damage which was directly and proximately caused by the wrongful conduct of Defendants. Such damages included but are not limited to lost wages, past and future lost earning capacity, past and future physical pain, mental anguish and emotional distress, past and future medical and/or psychological expenses, past and future impairment to the ability to enjoy life and attend to the duties of everyday living. Sherry Willshire also seeks statutory damage under Title VII, including but not limited to front pay and back pay. Sherry Willshire also suffered damage to retirement and other employment benefits.

8.02 In addition, the foregoing acts were committed by Defendants with the kind of willfulness, wantonness, fraud and/or malice for which the law allows imposition of punitive damages against said Defendants. Plaintiff is therefore entitled to exemplary damages in an amount exceeding the minimum jurisdictional limits of this Court.

IV.
DAMAGES FOR MENTAL ANGUISH

9.01 As a consequence of the foregoing facts and the nature of the wrongs committed against Plaintiff, Plaintiff has suffered and will continue to suffer past, present and future severe mental anguish, for which she pleads to recover at trial. The damages for Plaintiff's mental anguish exceed the minimum jurisdictional limits of this Court.

X.
ATTORNEYS' FEES AND COSTS

10.01 Plaintiff is further entitled to receive her reasonable court costs, attorney fees, paralegal fees, and expert witness fees (at trial and on appeal) pursuant to the Title VII.

XI.
INTEREST

11.01 Plaintiff is further entitled to receive pre-judgment and post-judgment interest at the highest interest rates allowed by law.

XII.
DEMAND FOR JURY TRIAL

12.01 Plaintiff demands a jury trial and will tender the appropriate fee for same prior to trial on the merits.

XIII.
PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff Sherry Willshire respectfully prays that this Court grant the following relief in favor of Sherry Willshire and against Defendants, jointly, severally, individually and collectively:

- (a) Actual and consequential damages in an amount to be determined at a trial on the merits;
- (b) Damages for mental anguish and emotional distress suffered by Ms. Willshire in an amount to be determined at a trial on the merits;
- (c) Back pay in an amount to be determined at a trial on the merits;
- (d) Reinstatement, or alternatively if reinstatement is not feasible, front pay in an amount to be determined at a trial on the merits;
- (e) Reimbursement for lost benefits;
- (f) Punitive damages in an amount determined at a trial on the merits;
- (g) Reasonable and necessary attorney fees, paralegal fees, and expert witness fees through trial and appeal in an amount to be determined at a trial on the merits;
- (h) Court costs;
- (i) Pre-judgment and post-judgment interest at the highest rate allowed by law; and
- (j) Such other and further relief, whether at law or in equity, as the Court deems necessary and proper.

Respectfully submitted,

GODWIN GRUBER, LLP

By: _____



BRIAN N. HAIL

State Bar No. 08705500

MARY A. GOODRICH

State Bar No. 24002694

1201 Elm Street, Suite 1700

Dallas, Texas 75270

Telephone No. (214) 939-4400

Facsimile No. (214) 760-7332

**ATTORNEYS FOR PLAINTIFF,
SHERRY WILLSHIRE**